

PROMISSORY NOTE

\$1,585,000

Date: April 3, 1989

FOR VALUE RECEIVED, the undersigned, CONSUMERS GAS COMPANY, an Illinois corporation, hereby promises to pay to the Order of OLD NATIONAL BANK IN EVANSVILLE, a national banking institution (the "Bank"), the principal sum of One Million Five Hundred Eighty Five Thousand Dollars (\$1,585,000), or so much thereof as may be advanced by Bank from time to time as evidenced by the Bank's record, together with interest on the outstanding balance thereof at the rate of three-quarters of one percent ($3/4\%$) in excess of the prime rate, as the same may be announced from time to time by the Bank, or its successors, said interest rate to be adjusted on each day upon which there is an adjustment in said prime rate, until this Note is fully paid. Borrower shall make quarter-annual payments of interest on the outstanding principal balance of the Loan beginning on the first day of July, 1989, and continuing thereafter on the first day of each October, January, April and July, to and including April 1, 2004 (the "Maturity Date"), and in addition to such interest payments, Borrower shall make payments of principal to and including the Maturity Date in accordance with the Schedule attached hereto as "Schedule I".

Payment of this Note is secured by a Mortgage and a Security Agreement of even date herewith, as provided in the Loan Agreement of even date herewith.

Upon the failure of the undersigned to make any payment, of principal or interest or principal and interest, herein when due, the Bank may declare this Note to be in default and the entire amount outstanding hereunder may be declared to be immediately due and payable by the holder of this Note. After default the entire amount of any accelerated indebtedness shall bear interest at the prime rate (as defined above) plus four percent (4%) per annum until the date full payment is made. The failure or delay of the holder at any time to exercise the foregoing right shall not be deemed a waiver thereof.

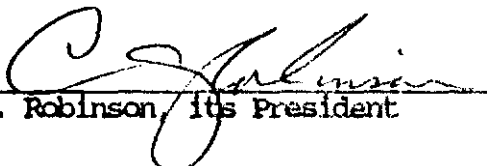
If this Note shall not be paid at maturity, by acceleration or otherwise, the undersigned hereby promises to pay all costs of collection, including but not limited to the reasonable fees and expenses of an attorney and court costs, in addition to the full amount due hereunder. This Note

EXHIBIT A

may be prepaid at any time, in whole or in part, without penalty. Any such payment shall be applied to the prepayment of installments of principal in the inverse order of their maturities.

Demand for payment, presentment, protest and notice of dishonor are hereby waived by the undersigned. The undersigned hereby waives the benefit of any evaluation and appraisal laws as against the debt evidenced hereby.

CONSUMERS GAS COMPANY

By 
C. A. Robinson, its President

SCHEDULE I

ANNUAL PAYMENTS (APRIL 1)
*QUARTERLY INTEREST PAYMENTS

<u>Year</u>	<u>Principal Payments</u>
1990	\$ 50,000
1991	55,000
1992	60,000
1993	65,000
1994	70,000
1995	80,000
1996	90,000
1997	100,000
1998	110,000
1999	120,000
2000	130,000
2001	140,000
2002	150,000
2003	170,000
2004	<u>195,000</u>
	\$ 1,585,000

*July
October
January
April

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$294,000.00	07-13-1998	07-13-2001	63412107-1	221	35,71		108	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: CONSUMERS GAS COMPANY
PO BOX 5269
EVANSVILLE, IN 47716-5269

Lender: OLD NATIONAL BANK IN EVANSVILLE
MAIN OFFICE - COMMERCIAL LOANS
420 MAIN STREET
PO BOX 1343
EVANSVILLE, IN 47706

Principal Amount: \$294,000.00

Initial Rate: 8.500%

Date of Note: July 13, 1998

PROMISE TO PAY. CONSUMERS GAS COMPANY ("Borrower") promises to pay to OLD NATIONAL BANK IN EVANSVILLE ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Ninety Four Thousand & 00/100 Dollars (\$294,000.00), together with interest on the unpaid principal balance from July 13, 1998, until paid in full.

PAYMENT. Borrower will pay this loan in one principal payment of \$294,000.00 plus interest on July 13, 2001. This payment due July 13, 2001, will be for all principal and accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 13, 1998, with all subsequent interest payments to be due on the same day of each month after that. Interest on this Note is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is Lender's Prime Rate (the "Index"). This is the rate Lender charges, or would charge, on 90-day unsecured loans to the most creditworthy corporate customers. This rate may or may not be the lowest rate available from Lender at any given time. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each DAY. The Index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate equal to the Index, resulting in an initial rate of 8.500% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$30.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$37.50, whichever is greater.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (d) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (f) Any guarantor dies or any of the other events described in this default section occurs with respect to any guarantor of this Note. (g) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (h) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 18.000% per annum. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. This Note will be repaid under all circumstances without relief from any Indiana or other valuation and appraisal laws. This Note has been delivered to Lender and accepted by Lender in the State of Indiana. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of VANDERBURGH County, the State of Indiana. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the State of Indiana.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$20.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided on this paragraph.

COLLATERAL. This Note is secured by REAL ESTATE MORTGAGES, ASSIGNMENT OF LIFE INSURANCE POLICY, ASSIGNMENT OF CONTRACT RIGHTS, LOAN AGREEMENT AND SECURITY AGREEMENTS DATED APRIL 3, 1989.

PRIOR NOTE. THE PROMISSORY NOTE #63412107 DATED AUGUST 13, 1997.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

CONSUMERS GAS COMPANY

By: COPY 
C.A. ROBINSON, PRESIDENT

LENDER:

OLD NATIONAL BANK IN EVANSVILLE

By: 
Authorized Officer

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$294,000.00	07-13-1998	07-13-2001	63412107-I	221	35,71		108	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: CONSUMERS GAS COMPANY
PO BOX 5269
EVANSVILLE, IN 47716-5269

Lender: OLD NATIONAL BANK IN EVANSVILLE
MAIN OFFICE - COMMERCIAL LOANS
420 MAIN STREET
PO BOX 1343
EVANSVILLE, IN 47706

LOAN TYPE. This is a Variable Rate (at ONB PRIME, making an initial rate of 8.500%), Single Pay Loan to a Corporation for \$294,000.00 due on July 13, 2001. This is a secured renewal of the following described indebtedness: THE PROMISSORY NOTE #63412107 DATED AUGUST 13, 1997.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
- ☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: RENEWAL OF NOTE #63412107.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$294,000.00 as follows:

Amount paid on Borrower's account:	\$294,000.00
\$294,000.00 Payment on Loan # 63412107-RENEWAL	

Note Principal:	\$294,000.00
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CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$40.00
\$40.00 RENEWAL FEE #63412107	

Total Charges Paid in Cash:	\$40.00
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FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JULY 13, 1998.

BORROWER:

CONSUMERS GAS COMPANY

By: C.A. Robinson
C.A. ROBINSON, PRESIDENT

CORPORATE RESOLUTION TO BORROW

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$1,500,000.00	03-29-2000	03-29-2005	714729630	220	61		A47	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

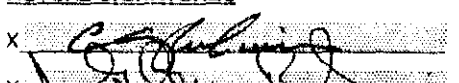

Borrower: Consumer Gas Company
P.O. Box 5269
Evansville, IN 47716-5269

Lender: Old National Bank
Evansville - Main
PO Box 718
420 Main Street
Evansville, IN 47705

I, the undersigned Secretary or Assistant Secretary of Consumer Gas Company (the "Corporation"), HEREBY CERTIFY that the Corporation is organized and existing under and by virtue of the laws of the State of Indiana as a corporation for profit, with its principal office at P.O. Box 5269, Evansville, IN 47716-5269, and is duly authorized to transact business in the State of Indiana.

I FURTHER CERTIFY that at a meeting of the Directors of the Corporation, duly called and held on APRIL 6, 2000, at which a quorum was present and voting, or by other duly authorized corporate action in lieu of a meeting, the following resolutions were adopted:

BE IT RESOLVED, that any one (1) of the following named officers, employees, or agents of this Corporation, whose actual signatures are shown below:

NAMES	POSITIONS	ACTUAL SIGNATURES
C. A. Robinson	President	X 
J. Glenn Robinson	Secretary/Treasurer	X 

acting for and on behalf of the Corporation and as its act and deed be, and they hereby are, authorized and empowered:

Borrow Money. To borrow from time to time from Old National Bank ("Lender"), on such terms as may be agreed upon between the Corporation and Lender, such sum or sums of money as in their judgment should be borrowed; however, not exceeding at any one time the principal amount of One Million Five Hundred Thousand & 00/100 Dollars (\$1,500,000.00), in addition to such sum or sums of money as may be currently borrowed by the Corporation from Lender.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of credit accommodations of the Corporation, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any indebtedness of the Corporation to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender, as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to Lender at any time owing, however the same may be evidenced, any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all real property and all personal property (tangible or intangible) of the Corporation. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which may be submitted by Lender, and which shall evidence the terms and conditions under and pursuant to which such loans and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which they may in their discretion deem reasonably necessary or proper in connection with or pertaining to the giving of the loans and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the account of the Corporation with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances thereunder, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as they may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of these Resolutions. The following person or persons currently are authorized to request advances and authorize payments under the line of credit until Lender receives written notice of revocation of their authority: C. A. Robinson, President; and J. Glenn Robinson, Secretary/Treasurer.

BE IT FURTHER RESOLVED, that any and all acts authorized pursuant to these Resolutions and performed prior to the passage of these Resolutions are hereby ratified and approved, that these Resolutions shall remain in full force and effect and Lender may rely on these Resolutions until written notice of their revocation shall have been delivered to and received by Lender. Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

BE IT FURTHER RESOLVED, that the Corporation will notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (a) change in the name of the Corporation, (b) change in the assumed business name(s) of the Corporation, (c) change in the management of the Corporation, (d) change in the authorized signer(s), (e) conversion of the Corporation to a new or different type of business entity, or (f) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lender. No change in the name of the Corporation will take effect until after Lender has been notified.

I FURTHER CERTIFY that the officers, employees, and agents named above are duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupy the positions set opposite their respective names; that the foregoing Resolutions now stand of record on the books of the Corporation; and that the Resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever. The Corporation has no corporate seal, and therefore, no seal is affixed to this certificate.

CORPORATE RESOLUTION TO BORROW
(Continued)

IN TESTIMONY WHEREOF, I have hereunto set my hand on March 29, 2000 and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

X *[Signature]*
X *[Signature]*
Notary Public

NOTE: In case the Secretary or other certifying officer is designated by the foregoing resolutions as one of the signing officers, it is advisable to have this certificate signed by a second Officer or Director of the Corporation.

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$1,500,000.00	03-29-2000	03-29-2005	714729630	220	51		A47	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Consumer Gas Company
P.O. Box 5269
Evansville, IN 47716-5269

Lender: Old National Bank
Evansville - Main
PO Box 718
420 Main Street
Evansville, IN 47705

LOAN TYPE. This is a Variable Rate (at Prime Rate of Old National Bank, making an initial rate of 9.000%), Revolving Line of Credit Loan to a Corporation for \$1,500,000.00 due on March 29, 2005.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Working capital to support accounts receivable.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$1,500,000.00 as follows:

Undisbursed Funds:	\$592,310.13
Amount paid on Borrower's account:	\$907,689.87
\$907,689.87 Payment on Loan # 714729630	
Note Principal:	\$1,500,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid In Cash:	\$55.00
\$55.00 Loan Fees #714729630	
Total Charges Paid In Cash:	\$55.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED MARCH 29, 2000.

BORROWER:

Consumer Gas Company

By: 
C. A. Robinson, President

AGREEMENT TO PROVIDE INSURANCE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$1,500,000.00	03-29-2000	03-29-2005	714729630	220	61		A47	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: Consumer Gas Company
P.O. Box 5269
Evansville, IN 47716-5269

Lender: Old National Bank
Evansville - Main
PO Box 718
420 Main Street
Evansville, IN 47705

INSURANCE REQUIREMENTS. Consumer Gas Company ("Grantor") understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

Collateral: Real Estate.

Type. Fire and extended coverage.

Amount. Full insurable value.

Basis. Replacement value.

Endorsements. Standard mortgagee's clause with stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender, and without disclaimer of the insurer's liability for failure to give such notice.

Collateral: All Inventory and Equipment.

Type. All risks, including fire, theft and liability.

Amount. Full insurable value.

Basis. Replacement value.

Endorsements. Lender's loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

FLOOD INSURANCE. Flood Insurance for property given as security for this loan is described as follows:

Real Estate.

Should the Collateral at any time be deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area and should Federal Flood Insurance covering the Collateral ever become available, Grantor agrees to obtain and maintain Federal Flood Insurance, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required, and to maintain such insurance for the term of the loan.

FAILURE TO PROVIDE INSURANCE. Grantor agrees to purchase and maintain any required flood insurance within 45 days following notice given by Lender. Additionally, Grantor agrees to deliver to Lender, ten (10) days from the date of this Agreement, evidence of all other required insurance as provided above, with an effective date of March 29, 2000, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be payable on demand or shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO THE BALANCE OF THE LOAN; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 29, 2000.

GRANTOR:

Consumer Gas Company

By: C. A. Robinson
C. A. Robinson, President

**FOR LENDER USE ONLY
INSURANCE VERIFICATION**

DATE: _____ PHONE: _____
AGENT'S NAME: _____
INSURANCE COMPANY: _____
POLICY NUMBER: _____
EFFECTIVE DATES: _____
COMMENTS: _____

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$1,500,000.00	03-29-2000	03-29-2005	714729630	220	61		A47	

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Borrower: Consumer Gas Company
P.O. Box 5269
Evansville, IN 47716-5269

Lender: Old National Bank
Evansville - Main
PO Box 718
420 Main Street
Evansville, IN 47705

CUSTOMER COPY

Principal Amount: \$1,500,000.00

Initial Rate: 9.000%

Date of Note: March 29, 2000

PROMISE TO PAY. Consumer Gas Company ("Borrower") promises to pay to Old National Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Five Hundred Thousand & 00/100 Dollars (\$1,500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on March 29, 2005. In addition, Borrower will pay regular monthly payments of accrued unpaid interest beginning April 29, 2000, and all subsequent interest payments are due on the same day of each month after that. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the Prime Rate of Old National Bank (the "Index"). The Prime Rate of Old National Bank is the rate established from time to time by the Lender as its Prime Rate, which is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each day. The index currently is 9.000% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate equal to the index, resulting in an initial rate of 9.000% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$50.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, they will reduce the principal balance due.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$50.00, whichever is greater.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (d) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (f) Any guarantor dies or any of the other events described in this default section occurs with respect to any guarantor of this Note. (g) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (h) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 3.000 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. This Note will be repaid under all circumstances without relief from any Indiana or other valuation and appraisal laws. This Note has been delivered to Lender and accepted by Lender in the State of Indiana. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Vanderburgh County, the State of Indiana. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the State of Indiana.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$20.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided on this paragraph.

COLLATERAL. This Note is secured by REAL ESTATE MORTGAGES ON PROPERTY LOCATED IN EDWARDS, WHITE, GALLATIN AND SALINE COUNTIES IN ILLINOIS AS FURTHER DESCRIBED IN MORTGAGES DATED APRIL 3, 1989, AND LIFE INSURANCE POLICY #ML9000495 INSURING THE LIFE OF CHARLES A. ROBINSON AS FURTHER DESCRIBED IN ASSIGNMENT OF LIFE INSURANCE DATED APRIL 6, 1989. INVENTORY, ACCOUNTS, CHATTEL PAPER, EQUIPMENT AND GENERAL INTANGIBLES AS FURTHER DESCRIBED IN SECURITY AGREEMENTS DATED SEPTEMBER 17, 1993 AND MARCH 29, 2000.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested orally by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following party or parties are authorized to request advances under the line of credit until Lender receives from Borrower at Lender's address shown above written notice of revocation of their authority: C. A. Robinson, President; and J. Glenn Robinson, Secretary/Treasurer. Borrower agrees to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (a) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (b) Borrower or any guarantor ceases doing business or is insolvent; (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (d) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (e) Lender in good faith deems itself insecure under this Note or any other agreement between Lender and Borrower.

YEAR 2000 COMPLIANCE. Borrower warrants and represents that all the computers, hardware, microchips, software, and additional software applications utilized by Borrower in the conduct of Borrower's business are capable of recording, storing, processing, and presenting calendar dates falling on or after January 1, 2000, and all information pertaining to such calendar dates, in the same manner and with the same functionality as the software did respecting calendar dates falling on or before December 31, 1999. Further, Borrower warrants and represents that the computers, hardware, microchips, software, and additional software applications have all appropriate capabilities and compatibility for operation and for handling

century-aware or Year 2000 Compliant data. Borrower also warrants and represents that the data-related user interface functions, data-fields, and data-related program instructions and functions of the computers, hardware, microchips, software, and additional software applications include the correct indication or calculation of the century and are Year 2000 Compliant. Year 2000 Compliant as used herein, means, with regard to any entity, that all of the computer, hardware, embedded microchips, software, and other processing capabilities utilized by the business operation are able to interpret and manipulate data correctly on all calendar dates for the 20th and 21st centuries..

ADDITIONAL TERMS. So long as Borrower or Lender has any obligations under this agreement to the other, Borrower agrees to provide at lender's request, financial statements acceptable to the Lender.

CAPITALIZATION OF LATE CHARGES. Borrower understands and agrees that any late charges imposed under this Note may be added by Lender to the principal amount due under this loan and shall bear interest at the rate then applicable under the terms of this Note.

FINANCIAL RECORDS. In absence of a more specific agreement, requirement or covenant with regard to the preparation and delivery of financial statements and additional information which may be contained in a Business Loan Agreement between Borrower and Lender, Borrower agrees to furnish Lender with, as soon as available, but in no event later than ninety (90) days after the end of each fiscal year of Borrower, Borrower's balance sheet and income statement for the year ended. Borrower further agrees to furnish Lender with, as soon as available, but in no event later than thirty (30) days after direction to do so from Lender, interim financial statements, lists of assets and liabilities, agings of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Borrower's financial condition and business operations. All financial reports required to be provided by Borrower shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by an authorized officer of Borrower as being true and correct..

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

Consumer Gas Company

By: 
C. A. Robinson, President